

EXHIBIT 2

CJ22 3302 -
Timmons



THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JOHN LUCAS DIXON,

Plaintiff,

v.

LIBERTY MUTUAL PERSONAL
INSURANCE COMPANY,

and

LIBERTY MUTUAL INSURANCE
GROUP, INCORPORATED,

Defendants.

CASE NO. **CJ-2022-3302**

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JUL 11 2022

RICK WARREN
COURT CLERK

109

PETITION

COMES NOW Plaintiff John Lucas Dixon, and for his causes of action against Defendants Liberty Mutual Personal Insurance Company and Liberty Mutual Insurance Group, Incorporated, states:

JURISDICTION AND VENUE

1. Plaintiff John Lucas Dixon ("Plaintiff") is a citizen of the State of Oklahoma and a resident of Oklahoma City, Oklahoma County, Oklahoma.
2. Defendant Liberty Mutual Personal Insurance Company is an insurance company with its corporate headquarters and principal place of business in Boston, Massachusetts. It is a wholly owned subsidiary of Liberty Mutual Insurance Group, Incorporated an insurance company with its corporate headquarters and principal place of business in

- Boston, Massachusetts. Herein, these entities will be collectively referred to as “Defendant.” Defendant is licensed to engage in the business of insurance in the State of Oklahoma, including in Oklahoma County; and at all material times did so.
3. The real property which is at issue in this case (the “Property”) is located at 6005 Harwich Manor St., Oklahoma City, OK 73121-4740, in this County.
 4. The events from which this lawsuit arose occurred at the Property in Oklahoma City, Oklahoma County, Oklahoma.
 5. The District Court in and for Oklahoma County has jurisdiction over the parties hereto and over the subject matter of this case. Venue properly lies in this Court under 12 O.S. §§ 137 and 187.

FACTS

6. Plaintiff hereby adopts and realleges each of the facts and allegations set forth in paragraphs 1-5 above.
7. Plaintiff owns the Property, which was damaged by windstorms on or about July 11, 2020, and on or about July 19, 2021. The Property was subjected to wind gusts of up to 60 miles per hour. The Property sustained damage fairly assessed by a licensed public adjuster at the estimated value of \$84,996.65.
8. Plaintiff was the named insured under a policy of insurance with number H3V-291-720857-40 0 8 and under its predecessor policy, which were labeled “LibertyGuard Deluxe Homeowners Policy” (the “Policies”). The Policies provided insurance against risk of direct loss to the Property. The windstorms in issue occurred during the periods the Policies were in effect. Although the windstorms in issue caused the damage stated

above, Defendant declared to Plaintiff in writing on September 28, 2021, that “there is no coverage for your loss.”

9. In an effort to justify its determination, Defendant’s representatives charged with the duty to adjust Plaintiff’s loss engaged in the following:

(a) One of Defendant’s representatives simultaneously maintained that he saw broken roofing tiles at “random locations” *and* that he saw the breaks in “common foot-trafficked areas.” This analysis was calculated to deny Plaintiff’s claim without there being any evidence of any footfall causing damage to the Property’s roof.

(b) One of Defendant’s representatives maintained that Plaintiff’s roof damage was attributable to a tree limb which “overhung” part of the roof that had been removed prior to the loss at issue.

(c) Defendant also attributed the roof damage in issue to “normal volumetric changes in the concrete tiles due to variations in temperature over the years” without adequate evidentiary support. Defendant’s representative also speculated openly about poor installation and non-uniform support conditions without adequate evidentiary support. These blanket propositions were put forth in support of Defendant’s total denial of Plaintiff’s claim with no supporting factual basis and are thus speculative

10. In its handling of Plaintiff’s claim, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits for the covered damage to Plaintiff's home at a time when Defendant knew that he was entitled to those benefits;
- b. failing to properly investigate Plaintiff's claim and to obtain additional information both in connection with the original refusal and following the receipt of additional information after reinspection of the home at request of Plaintiff's representatives;
- c. refusing to honor Plaintiff's claim in some instances for reasons contrary to the standard insurance industry claims handling standards, express provisions of the policy, and/or Oklahoma law;
- d. refusing to honor Plaintiff's claim in some instances by applying restrictions not contained in the policy;
- e. refusing to honor Plaintiff's claim in some instances by knowingly misconstruing and misapplying provisions of the policy;
- f. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claim arising under these policies, to include Plaintiff's claim;
- g. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claim once liability had become reasonably clear;
- h. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
- i. failing to properly evaluate any investigation that was performed;
- j. failing and refusing to properly investigate and consider the insurance coverage Defendant agent promised to its insured;

- k. forcing the insured to hire an attorney to obtain proper payment of property claims;
 - l. delaying payment of certain benefits; and
 - m. refusing to consider the reasonable expectations of the insured and beneficiaries;
- all in violation of the covenant of good faith and fair dealing and resulting in financial benefit to Defendant.
- 11. Defendant acted unreasonably and in bad faith in delaying, denying and underpaying Plaintiff's claims.
 - 12. Defendant recklessly disregarded and/or intentionally and with malice breached its duty to deal fairly and act in good faith entitling Plaintiff to recover punitive damages.
 - 13. As a result of Defendant's actions, Plaintiff has suffered damages in excess of seventy-five thousand dollars (\$75,000.00).

WHEREFORE, Plaintiff prays for judgment against the Defendant and for money damages in excess of the amount required for diversity jurisdiction pursuant to Section 1332 of Title 28 of the United States Code, punitive damages in excess of \$75,000.00, together with interest, costs, and all other relief which this Court deems just and equitable.

Respectfully submitted,



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ATTORNEYS FOR PLAINTIFF

ATTORNEY LIEN CLAIMED

JURY TRIAL DEMANDED